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NOTICE OF GONFIDENCIALITY RIGHTS,S IF YOU \$24 PE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR—ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS; YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SECOND AMENDMENT OF PAID UP OIL AND GAS LEASE

STATE OF TEXAS	}		
	}	KNOW ALL MEN BY TH	ESE PRESENTS
COUNTY OF TARRANT	}		

WHEREAS, Franciscan of Arlington, a/k/a Franciscan/Woodstream, LLC, a/k/a Franciscan/Cantamar, LLC, et al. ("Lessor") did execute and deliver unto David H. Arrington Oil and Gas, Inc., as Lessee, a Paid Up Oil and Gas Lease dated July 2, 2007, recorded as Instrument Number D207381872 of the Official Public Records of Tarrant County, Texas, as amended by that certain Amendment of Oil and Gas Lease and Ratification of Lease Terms dated June 10, 2010, recorded as Instrument Number D210141052 of the Official Public Records of Tarrant County, Texas (collectively referred to herein as the "Lease"), covering 20.054 acres of land, more or less, being more particularly described in the Lease;

Whereas, XTO Energy Inc. ("Lessee") has succeeded to the in and to the Lease formerly owned by David H. Arrington Oil and Gas, Inc.; and

WHEREAS, Lessor and Lessee desire to amend the pooling provision of the Lease in accordance with this instrument.

NOW, THEREFORE, for and in good consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties do hereby amend the Lease as follows:

Paragraph 15 on Exhibit "A" of the Lease is hereby deleted in its entirety and replaced with the following:

"15. Notwithstanding anything herein contained in the printed portion of this Lease to the contrary, in the event Lessee, its heirs or assigns, exercises its right to pool or unitize this Lease and the land covered hereby for gas with other lands and/or leases as provided in paragraph 6 contained in the printed form, all and not a part of the property covered by this Lease shall be included in one or more units. In other words, should any portion of this lease or lands covered hereby be included in a pooled unit or units, said pooling provisions shall be ineffective unless all of the land covered hereby is included in a pooled unit or units by the end of the primary term or continuous development period, which ever is later."

This instrument shall be binding upon and inure to the benefit of Lessor and Lessee, their respective successors, personal representatives, and assigns.

Except as herein amended, the Lease is and remains unchanged and in full force and effect as originally written.

IN WITNESS	WHEREOF, this instrument is executed this the 🛚	<u>26</u> day of
January	_, 2011, but shall be effective for all purposes as	of the date of the
Lease.		

LESSOR:	
Franciscan of Arlington a/k/a Franciscan/Woodstream, LLC a/k/a Franciscan/Cantamar, LLC, et al.	
By: Steven m. Berkson Title: Manager member	
LESSEE:	
XTO Energy Inc.	
Edwin S. Ryan, Jr. Senior Vice President – Land Administration	
COUNTY OF day This instrument was acknowledged before me on this day 2011, by as of Francis	of, scan of Arlington,
a/k/a Franciscan/Woodstream, LLC, a/k/a Franciscan/Cantamar, LLC, ethe company.	et ai., on behalf of
Notary Public, Stat	e of Texas
STATE OF TEXAS } COUNTY OF TARRANT }	
This instrument was acknowledged before me on this day 2011, by Edwin S. Ryan Jr., Senior Vice President - Land Administration., a Delaware corporation, on behalf of said corporation.	of On of XTO Energy
DEDRA L. NUNEZ Notary Public STATE OF TEXAS Notary Public, State	e of Texas
My Comm. Exp. 01/28/2012	

bung nakakat tenahanakakanakat urahanaha takarkatana harbaraha tabaha sahat <mark>a</mark>nahara Katar bilar ataun.

California Jurat with Affiant Statement

See Attached Document (Notary to cross or See Statement Below (Lines 1-5 to be com	ut lines 1-6 below) pleted only by document signer[s], not Notary)
Signature of Document Signer No. 1	Signature of Document Signer No. 2 (if any)
State of California	
County of Los Angeles	Subscribed and sworn to (or affirmed) before me on this
	<u>26th</u> day of <u>January</u> , 20 <u>11</u> , by
yaaaaaaaaaaa	(1) Steven M. Berkson ,
V. A. WEGLOWSKI Commission # 1911922 Notary Public - California Los Angeles County	proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)
My Comm. Expires Nov 30, 2014	(and
	(2) N/A Name of Signer ,
	proved to me on the basis of satisfactory evidence to be the person who appeared before me.)
	Signature Cle Nicoloniske
Place Notary Seal Above	Signature of Notary Public
•	PTIONAL ————
Though the information below is not required by la valuable to persons relying on the document and fraudulent removal and reattachment of this form to a	could prevent OESIGNER 20
Further Description of Any Attached Document	
Title or Type of Document:	
Document Date: Number	of Pages:
Signer(s) Other Than Named Above:	